

2004 BLOOMINGTON COMMUNITY FARMERS' MARKET CONTRACT

(2/04)

In consideration for the right to participate in the 2004 Bloomington Community Farmers' Market (hereinafter "Market"), the City of Bloomington (hereinafter "City"), and the undersigned vendor(s) (hereinafter "Vendor") agree to the following, and to the accompanying Market Information, which is incorporated herein by reference and is a part of this contract.

1. ADMINISTRATION

The Market is administered by the Parks and Recreation Department of the City following this contract. The City sets fees and determines Market policies. The Market Master oversees the Market and has authority to assign vending space, settle disputes and disqualify vendors for violations of regulations.

2. ELIGIBILITY OF VENDORS

"Producer" is a person who regularly and directly works in all stages of the cultivation, production, and harvest/gathering of permitted goods sold pursuant to this agreement.

"Vendor" is a person who is a producer or immediate family of a producer, as defined in this agreement, and has signed this agreement.

"Immediate Family" is defined in this agreement to be a parent, child, spouse or domestic partner of a producer.

"Stand Assistant" is a person who assists the Vendor at Market, but does not fulfill the definition of Vendor set forth in this agreement. Stand Assistants must be accompanied by a Vendor under this contract in each and every distinct stand rented by the Vendor at a given Market. Stand Assistants cannot earn points for selling at Market.

Only individuals who are named as Vendors or Stand Assistants in this agreement may sell at the Market. A Vendor and Stand Assistant working with that Vendor may sell only goods of which the Vendor or the Vendor's immediate family is a producer.

Vendor agrees to abide by all applicable federal, state and local laws and ordinances, and agrees that the violation by Vendor of such a law or ordinance may be deemed by the City to be a material breach of this agreement.

3. GOODS PERMITTED FOR SALE

The following categories of items are permitted for sale. The City reserves the right to verify that all goods are produced in Indiana by the Vendor. The Vendor must display legible price markers for goods offered for sale.

Grown/Collected by Vendor - Fruits, vegetables, dried and fresh herbs, spices, seeds, cultured mushrooms, wild collected mushrooms*, plants**, flowers, potpourri (not artificially scented), honey***, maple syrup, eggs****, unpopped popcorn, cultured mushrooms, flour and ground grains are permitted for sale.

Product that is collected on public or private lands will be closely monitored. If collecting is done on public land, Vendor must obtain all necessary permits. Collecting shall be done in a way that does not diminish the propagation of the resource. No threatened or endangered plants are permitted for sale.

*Five varieties of wild collected mushrooms may only be sold at the Saturday Market. These are chanterelles, morels, oyster, hen of the woods and sulfur shelf (chicken of the woods) mushrooms. Mushrooms will be inspected at Market prior to sale by a qualified inspector chosen by the City of Bloomington. **In order to sell these mushrooms Vendor must give prior notice to the Market Master or contact the Market Manager.** Vendor must give each customer buying mushrooms an information sheet about mushroom variety being purchased. Vendor must have each customer buying mushrooms sign a statement once during the season releasing Vendor and the City of liability. This signed sheet must be given to the Market Master at the end of each Market. Upon additional purchases by a customer who has signed the waiver, customer must initial "Mushroom Record of Sales". The Record of Sales must be given to the Market Master at the end of the Market season. Forms may be obtained from the Market Master.

**If selling potted plants, the value of the containers should not exceed 30% of the average market value of that type of plant on the day of the sale. Container plants must be either propagated by the Vendor or grown to maturity for a minimum of six weeks.

***If selling honey, Vendor must post a visible sign informing customers of the danger of feeding honey to infants and children less than two years of age. Literature may be obtained from the Market Master.

****If selling eggs, they should be kept at 45 degrees or less. Vendor must exhibit a current egg vendor license issued by the State Egg Board.

Grown and Processed by Vendor - Processed food items (like jams, jellies, frozen persimmon pulp, relishes, cider, dried fruits and vegetables, salsa, frozen/preserved meat (beef, pork, poultry, elk, rabbit, goat, lamb or other meats), dairy products, etc. are permitted for sale following the guidelines below.

Guidelines for Processed Foods:

- 85% of product by volume (excluding water) must be vendor-grown/raised.
- Foods must be prepared in a licensed facility and have proper labeling including name of product, location of preparation, contents, net weight, and price.
- Vendor selling processed food items are required to sign a separate addendum(s) to the contract which specifies the regulatory requirements.
- Vendor must provide documentation of all necessary permits, licenses, etc or must have a letter from the Monroe

County Health Department stating permissibility of item for retail sale.

- Vendor may be required to submit recipe for processed food item to Market Manager for verification that it meets the above guidelines.

Prepared at Market by Vendor - Preparing food at Market is permitted following the guidelines below.

Guidelines for Preparing Food at Market:

- Preparation of food at Market requires prior approval (based on desirability of food item and safety of set-up) from staff and the Farmers' Market Advisory Council. A maximum of three vendors will be given permission to prepare foods at Market.
- All prepared foods must meet the guidelines specified for processed foods except that requiring food preparation in a licensed facility.
- Set-up of stall for food preparation must be approved each Market day prior to commencement of preparation.

Grown and Crafted by Vendor - Natural beeswax items composed of wax from Vendor apiary(s), including candles (not artificially scented or colored) may be sold. Non-food animal products that are derived from animals raised by vendor and have not been crafted (they may be minimally processed) may be sold assuming they are sold in a safe and sanitary manner. Everlasting wreaths, arrangements, and baskets that meet the "Craft Guidelines" may be sold during the months of May, September, and October only. Use of artificial preservatives on wreaths and decorative gourds is permissible. Other registered craft items may be sold in the months of May and October. See "Craft Guidelines" in the "Market Information" for further information.

4. HEALTH AND SAFETY REQUIREMENTS

All items intended for human consumption must be kept off the ground at all times, and be in safe and sound condition. The Vendor is solely responsible for damages resulting from the sale of unsafe or unsound goods. Unless otherwise specified, no potentially hazardous foods (such as sprouts and pokeweed) are permitted for sale. Flowers are not to be displayed or sold in glass containers.

5. REGISTRATION TO SELL

The Vendor must have signed this agreement or be named in this agreement and have authorized another person to sign on his behalf and have paid all applicable rental fees before selling any goods. Points will not be awarded without a signed contract. Contracts need to be signed and returned to the Parks and Recreation office at 401 North Morton Street Suite 250 on the Thursday prior to the Saturday/Tuesday a Vendor wishes to sell at Market.

6. EQUIPMENT AND SUPPLIES

Each Vendor must supply his own tables or other display equipment. If selling goods by weight, the Vendor must supply a legal produce scale which is subject to periodic inspection by the Monroe County Department of Weights and Measures. Umbrellas or other weather protection devices are supplied by the Vendor who is solely responsible for damages or personal injury resulting from the use thereof.

7. PROPERTY MAINTENANCE AND UTILIZATION

Saturday Market hours are 7 a.m. to 12 NOON; the Vendor must vacate the premises by 12:30 p.m. and remove all personal items and equipment. Tuesday Market hours are 3 p.m. to 6 p.m.; the Vendor may not begin setting up until 2 p.m. and must vacate the premises by 6:30 p.m. and remove all personal items and equipment. Vendors must clean litter and debris before leaving, or be subject to a fine of \$100.00 for violation of Bloomington Municipal Code 6.06.010.

8. CITY'S REMEDIES FOR BREACH

a) Violation of any material provision of this Agreement is a material breach and default by the Vendor. Upon notice by the City to the Vendor of the occurrence of a breach or default during Market hours, and the Vendor's failure to correct the breach within a reasonable time, the Vendor agrees to remove personal equipment, clean the area, and vacate the Market premises. Failure to vacate may subject the Vendor to civil and criminal remedies, including, but not limited to, remedies for civil and criminal trespass.

b) If the City has reason to believe that a Vendor did not produce the goods he is selling at Market, the City reserves the right to conduct an unannounced inspection at the Vendor's property. The undersigned Vendor hereby authorizes the City to conduct such an inspection. If the City determines, after inspection, that there is a reasonable likelihood that the vendor did not produce the goods he offered for sale at the Market, the City may, in its sole discretion, declare a material breach.

c) Upon occurrence of a material breach of this agreement, the City reserves the right to declare this agreement terminated, by so stating in a written notice to the Vendor, and to retain, as liquidated damages and not as a penalty, any rental fees prepaid by the Vendor. The City may also, in its sole discretion, determine that it will not contract with some or all of the individuals listed as Vendors to sell at the Market in future seasons.

9. COVENANT NOT TO SUE

The Vendor will not institute any action or suit at law or in equity against the City or City's agents or employees as a result of operations under this Agreement. The Vendor will not aid in the institution or prosecution of any claim for damages, costs, loss of services, expenses, or compensation for or on account of any damages, loss or injury to person or property as a result of operation under this Agreement.

10. INDEMNIFICATION

The Vendor hereby agrees to indemnify, hold harmless, release, waive and forever discharge the City of Bloomington, Indiana, its employees, agents and officers, and the members of the Farmers' Market Advisory Council, for all bodily and personal injuries, including injuries resulting in death, and property damage, claims actions, damages, liabilities and expenses, including reasonable attorneys' fees and court costs, which may occur as a result of Vendor's participation in the Market, whether or not sounding in tort or contract, and whether or not caused by a negligent act or omission of the City of Bloomington, its employees, agents or officers, or Farmers' Market Advisory Council.

Please fill out and return this page to the Parks Department .

SIGNATURES Vendor Information

Print full name of each Vendor (Primary Vendor)

Print mailing address(es), City, Zip Code, and County

Print growing/apiary location(s), if different from above. If Vendor utilizes additional growing locations during the Market season, Vendor must notify Market Administrator prior to cultivating land.

Vendors' phone number(s): _____

Vendors' email: _____

Vendors' ages: _____ _____ _____
 age 0-16 age 17-59 age 60+

In 2004 Vendor expects to sell at the Market: Fruits_____Plants_____Vegetables_____Flowers

Eggs_____Honey_____Processed Foods_____Mushrooms_____ Meat_____ Dairy

Other (please specify): _____

This Agreement is effective upon signature by Vendor and Administrator of Parks & Recreation.

Primary Vendor's Signature _____
Market Registrant Date

Vendor's Signature _____
Market Registrant Date

Vendor's Signature _____
Market Registrant Date

Vendor's Signature _____
Market Registrant Date

Signature of parent or guardian _____
if vendor is age 18 or younger Date

Mick Renneisen, Administrator _____
Bloomington Parks & Recreation Date

Would you give the City permission to release your name, address, and phone number to customers interested in contacting you for information and/or special orders?
Yes _____ No _____

Print full name of Stand Assistant Phone Number
